

**AGREEMENT FOR CONTRIBUTION IN LIEU OF SIDEWALK CONSTRUCTION**

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Department of Metropolitan Development, City of Indianapolis (the "City"), located at 200 East Washington Street, Indianapolis, Marion County, Indiana, and

\_\_\_\_\_  
(Name of Person, Corporation)

(the "Developer") having a principal place of business at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address of Person, Corporation)

**WHEREAS**, the Developer has applied for an Improvement Location Permit ("Permit") from the City for property commonly referred to as:

\_\_\_\_\_ the ("Subject Property")  
(Address of the Subject Property)

more particularly described by the legal description contained in Attachment A, attached hereto and incorporated by reference, and work performed pursuant to the Permit will result in the development or redevelopment of a building(s); and

**WHEREAS**, the construction of buildings(s) increases the impact upon the City's transportation network, including sidewalks, at, near and around the immediate site of construction, drawing employees, customers, and other members of the general public from throughout the City and County; and

**WHEREAS**, the zoning ordinance of the Consolidated City and County Indianapolis-Marion, Indiana, as amended by General Ordinance No. 4, 2008, requires the installation of sidewalks upon the development of property; and

**WHEREAS**, payment in lieu of actual construction of the sidewalks is an option authorized by the zoning ordinance of the Consolidated City and County Indianapolis-Marion, Indiana, as amended by General Ordinance No. 4, 2008, that may be exercised by the Developer; and

**WHEREAS**, the Developer voluntarily chooses and agrees to a contribution (the "contribution Amount") to the City in lieu of sidewalk construction at the Subject Property; and

**WHEREAS**, the City has established an exclusive fund for the construction of sidewalks; and

**WHEREAS**, pursuant to IC 36-7-4-1313, the Developer and the City hereby enter into this agreement (the "Agreement") pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the foregoing mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Formula.** The Developer agrees to contribute to the City an amount related to the Subject Property and proposed development in lieu of installing the required sidewalks, which amount is requested by the application for the Permit and calculated pursuant to the appropriate formula, as reflected in G.O. 4, 2008; 2007-AO-02:

**Formula (A)** For property in a **Commercial Zoning classification or a Special Zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is **5 linear feet of sidewalk per 100 square feet** or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to a commercial use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate\* shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2008	\$25.00 per linear foot of Sidewalk Responsibility
2009	\$25.60 per linear foot of Sidewalk Responsibility
2010	\$26.20 per linear foot of Sidewalk Responsibility
2011	\$26.80 per linear foot of Sidewalk Responsibility
2012	\$27.40 per linear foot of Sidewalk Responsibility
2013	\$28.00 per linear foot of Sidewalk Responsibility

- The rate per linear foot shall be increased by sixty cents (\$0.60) annually beginning January 1, 2009 per Sec. 732-214-4g-3ii.

**Formula (B)** For property in a **Dwelling District zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is **5 linear feet of sidewalk per 100 square feet** or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to a residential use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate\* shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2008	\$18.00 per linear foot of Sidewalk Responsibility
2009	\$18.45 per linear foot of Sidewalk Responsibility
2010	\$18.90 per linear foot of Sidewalk Responsibility
2011	\$19.35 per linear foot of Sidewalk Responsibility
2012	\$19.80 per linear foot of Sidewalk Responsibility
2013	\$20.25 per linear foot of Sidewalk Responsibility

- The rate per linear foot shall be increased by sixty cents (\$0.45) annually beginning January 1, 2009 per Sec. 732-214-4g-3ii.

**Formula (C)** For property in an **Industrial Zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is **3 linear feet of sidewalk per 100 square feet** or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to an industrial use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2008	\$25.00 per linear foot of Sidewalk Responsibility
2009	\$25.60 per linear foot of Sidewalk Responsibility
2010	\$26.20 per linear foot of Sidewalk Responsibility
2011	\$26.80 per linear foot of Sidewalk Responsibility
2012	\$27.40 per linear foot of Sidewalk Responsibility
2013	\$28.00 per linear foot of Sidewalk Responsibility

- The rate per linear foot shall be increased by sixty cents (\$0.60) annually beginning January 1, 2009 per Sec. 732-214-4g-3ii.

The Sidewalk Responsibility **shall not exceed** the cumulative length of the eligible public streets of the freestanding lot or integrated center, excepting interstate, expressway, freeway, as indicated in the current Official Thoroughfare Plan for Marion County, Indiana, and other full control of access frontages as determined by the Administrator. Eligible public street is that portion of a public street abutting a lot or project, or that portion of a public street between the lot lines extended from which a lot or project gain access.

**2. Calculation.** The specific values assigned to the above formula include:

Gross floor area calculated is \_\_\_\_\_ *sq. ft. (IF re-development)*

Sidewalk Responsibility rate is \_\_\_\_\_ *linear feet per 100 sq. ft.*

Sidewalk Payment Rate including any annual increase is \$ \_\_\_\_\_

Cumulative length of the eligible public streets is \_\_\_\_\_ *linear feet*

Contribution Amount is \$ \_\_\_\_\_

**3. Payment.** The Developer agrees to pay the Contribution Amount in full at or before the time of permit issuance.

**4. Use of Funds.** The City agrees to use the Contribution Amount funds received for the exclusive purpose of constructing of sidewalks within Marion County, Indiana. However, the Developer acknowledges and understands the City's right to leverage any funds received in lieu of sidewalk construction in an effort to procure additional funds for sidewalks. The Developer further acknowledges and understands that the City has no obligation to construct a sidewalk at or near the Developer's property or any other particular location within the City of Indianapolis or Marion County. The Developer acknowledges, understands, and consents to the absolute discretion of the City in determining the location of any sidewalk construction.

**5. Amendment.** This Agreement shall only be amended by a written agreement executed by both the Developer and the City.

**6. Recording.** The Developer hereby authorizes the City to record this Agreement in the office of the Recorder of Marion County, Indiana.

**7. Enforcement.** This Agreement may only be enforced by the parties hereto. No third party shall have standing to enforce the terms of this Agreement.

**8. Waiver of Objections.** The Developer, for itself and its successors and assigns hereby waives any objection that it may have to the payment, or the City's use of the funds.

**9. Entire Agreement.** This Agreement contains the entire Agreement between the Developer and the City regarding this subject matter.

[ SIGNATURE PAGE TO FOLLOW ]

**Developer**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF MARION    )

Before me a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_  
(**Developer**) and acknowledged the execution of this instrument this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

[ Seal ]

\_\_\_\_\_  
COUNTY OF RESIDENCE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

\_\_\_\_\_  
PRINTED NAME

**Department of Metropolitan Development, City of Indianapolis**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

This instrument was prepared by the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204. I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ellen Hurley, Office of Corporation Counsel.

### Directions and Examples

These examples are NOT meant to be all- inclusive for every site.

Sidewalk Responsibility for LF varies from Commercial and Dwelling districts (5 lf) to Industrial (3 lf). Please be sure to use the correct Lf for the specific Zone.

Responsibility RATE increases vary as well. Commercial and Industrial districts increase .60 per year. Dwelling districts increase at .45 per year.

- **Sec. 732-214. - Special regulations.**

(4)

*Sidewalk requirements in the C-1, C-2, C-3, C-3C, C-4, C-5, C-6, C-7, and C-ID districts.* On any freestanding lot or integrated center that is not served by either an existing public sidewalk or a public sidewalk alternative authorized by the City of Indianapolis, sidewalks shall be provided in compliance with the following regulations.

- e.

*Requirements for sidewalks for new development.* Sidewalks shall be provided in connection with the initial development of a freestanding lot or integrated center upon which a structure is constructed, erected, or relocated. Sidewalks shall be provided for the reconstruction of a freestanding lot or integrated center upon which at least two-thirds (2/3) of all buildings have been removed, demolished, or destroyed.

**Example A:** For projects considered by Code to be New Construction:

The calculation will *only* include the Eligible Public Frontage. The Gross Floor area is included to demonstrate the final appearance of the calculation worksheet. For Re-Development, see **Ex. B**.

### Calculation.

Gross floor area calculated is 5000 *sq. ft.*

Sidewalk Responsibility rate is 5 *linear feet per 100 sq. ft.*

Sidewalk Payment Rate including any annual increase is \$29.20 (for 2015)

Cumulative length of the eligible public streets is 500 *linear feet*

$500 \text{ LF} \times \$29.20 = \$14,600.00$

Contribution Amount is **\$14,600.00**\_\_\_\_\_

## Example for Re- Development

### Sec. 732-214. - Special regulations

• g.

*Requirements for sidewalks for redevelopment or additions.* When improvements are proposed for:

(i)

a freestanding lot or integrated center upon which a building on a permanent foundation exists prior to July 1, 2008; or

(ii)

a lot upon which no building exists and is located within an integrated center upon which a building on a permanent foundation existed prior to July 1, 2008, sidewalks for the redevelopment or the additions shall be provided in compliance with the following regulations:

1.

Sidewalks shall be required when a building is constructed, erected, enlarged, extended, reconstructed, relocated or **converted** to a commercial use; except a building that was destroyed or damaged by fire or natural causes and is reconstructed on substantially the same foundation and of substantially the same gross floor area.

2.

Sidewalks shall be provided at a minimum rate of five (5) linear feet of sidewalk per one hundred (100) square feet or fraction thereof of the gross floor area of the constructed, erected, enlarged, extended, reconstructed, converted to a commercial use, or relocated building or addition. **The linear amount of sidewalk required shall not exceed the cumulative length of the eligible public streets of the freestanding lot or integrated center, excepting interstate, expressway, freeway**, as indicated in the current Official Thoroughfare Plan for Marion County, Indiana, and other full control of access frontages as determined by the administrator.

#### Example B:

Formula Calculation:

#### . Calculation.

Gross floor area calculated is \_\_\_\_5000\_\_\_\_ sq. ft.

Sidewalk Responsibility rate is \_\_\_\_5\_\_\_\_ linear feet per 100 sq. ft.

Sidewalk Payment Rate including any annual increase is \$\_\_\_\_29.20 (for 2015)

$(5000sf / 100sf = 50sf)$        $(50sf \times 5 Lf = 250)$        $(250 \times \$29.20) = \mathbf{\$7,300.00}$

Cumulative length of the eligible public streets is \_\_\_\_150\_\_\_\_ linear feet

$(150 LF \times \$29.20) = \mathbf{\$4,380.00}$

Should the Gross Floor SF contribution amount calculated into the formula be GREATER than the amount for Eligible Public Frontage, the Eligible Public Frontage will be the Contribution amount.

**\$7,300.00 > \$4,380.00**

Therefore:

Contribution Amount is **\$4,380.00**